

**CONTRACT #7**  
**RFS # 359.62-039**

**Department of Children's  
Services**

**VENDOR:**  
**Metro Center Healthcare  
Group**



## REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

RECEIVED

APR 18 2006

Commissioner of Finance &amp; Administration

Date:

FISCAL REVIEW

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

|  |  |  |
|--|--|--|
| 1) RFS #   | 359.62-039-06  |  |
| 2) State Agency Name :   | Department of Children's Services  |  |
| EXISTING CONTRACT INFORMATION  |  |  |
| 3) Service Caption :   | Provision of Medical Services to Students at Woodland Hills and New Visions Youth Development Centers  |  |
| 4) Contractor :  | Metro Center Healthcare Group  |  |
| 5) Contract #  | FA-06-16676  |  |
| 6) Contract Start Date :   | January 1, 2005  |  |
| 7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :   | June 30, 2010  |  |
| 8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :  | \$270,000.00   |  |
| PROPOSED AMENDMENT INFORMATION   |  |  |
| 9) <u>Proposed</u> Amendment #   | One  |  |
| 10) <u>Proposed</u> Amendment Effective Date :<br>See attached explanation as this Request requires an OCR response within 60 days after F&A receipt   | April 1, 2006  |  |
| 11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :   | June 30, 2010  |  |
| 12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :  | \$313,148.00   |  |
| 13) Approval Criteria :<br>(select one)  | <input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state<br><br><input type="checkbox"/> only one uniquely qualified service provider able to provide the service |  |
| 14) Description of the Proposed Amendment Effects & Any Additional Service :   |  |  |
| Additional Services are not being procured. The contractor will continue to provide the same services described in the initial contract. Service needs at both NYYDC and WHYDC have exceeded the service levels originally anticipated when the original contract was awarded. The increased maximum liability will allow student residents to continue receiving these essential services. This resubmitted amendment request will remove the specifically stated bed capacity of each facility, delete the contract language identifying specific annual liabilities and increase the maximum liability to cover projected expenditures for the remaining contract term. This will allow |  |  |



DCS greater flexibility in the future to reallocate unspent funds from previous contract years.

**15) Explanation of Need for the Proposed Amendment :**

A review of the projected service levels to date for this fiscal year, indicate that the monies originally budgeted for these services will not adequately cover the remainder of the fiscal year. The amended increase will cover the medical services costs for students at both facilities. NVYDC, the new DCS youth development center for females also anticipates that its student population will increase from the present number of twenty-four female student residents to thirty-six by June 30, 2006. A future reduction in service levels is not anticipated. To ensure that the maximum liability is adequate, DCS must increase the maximum liability by \$7,000.00 per year for FY 2006 and 2007, plus an additional 2% increase per year for the last three years of the contract term. Also should future fiscal years experience lower than budgeted service levels, the amendment as worded would allow DCS to roll forward and reallocate funds as necessary.

**16) Name & Address of Contractor's Current Principal Owner(s) :**

(not required if proposed contractor is a state education institution)

Melvin Lightford, M.D.  
Metro Center Healthcare, PC.  
131 French Landing  
Nashville, TN, 37228

**17) Documentation of Office for Information Resources Endorsement :**

(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**

(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**

(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

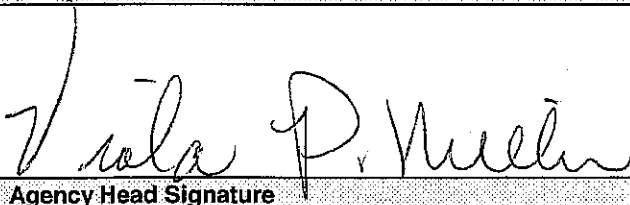
Procurement alternatives have not been attempted as this vendor is the current contractor having won the contract through a competitive procurement.

**21) Justification for the Proposed Non-Competitive Amendment :**

The medical services provided under this contract are required services and must be available to students at both NVYDC and WHYDC.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR—signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature

04/17/06

Date



Earlier in the calendar year, DCS began efforts to amend certain professional services contracts at the WHYDC facilities that needed their liabilities amended due to greater than expected utilization levels. However, while engaged in the process we were also made aware that NVDYDC was expecting an increase in the student population, which would require amendments of additional contracts as well as those on which work had already begun. Since both facilities share the same contractors, both were asked to coordinate the liability reviews of their professional services contracts. The compilation of necessary information was completed in time for DCS to submit the request and be scheduled on the March 20, 2006 FRC agenda. The March 20<sup>th</sup> FRC meeting resulted in the approval of the original amendment request and three others.

However, during the meeting, discussion ensued that generated a review of the DCS policy of specifying the annual liabilities of multi-year contracts in the contract document. This effort plus a misstatement regarding bed capacity at NVDYDC, has required DCS to resubmit several amendment requests. DCS could not resubmit until a review of DCS policy could be conducted and an analysis of each contracts' liability needs could be performed.

The original requests contained April 1, 2006 as the effective start date. The unforeseen necessity to reevaluate DCS policies and the expenditures by allotment code for each contract has created a necessary but unexpected further delay in expediting this amendment. Consequently, we need to retain the original effective date of April 1, 2006 and are respectfully requesting immediate approval of this resubmitted request.

Your assistance is greatly appreciated.



**AMENDMENT ONE  
TO  
FA-06-16676  
BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF CHILDREN'S SERVICES  
AND  
METRO CENTER HEALTHCARE GROUP**

This Contract, by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the State, and Metro Center Healthcare Group, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section A.1. in its entirety and insert the following in its place:

A.1. The Contractor agrees to perform the following gender separate services for female student residents at New Visions Youth Development Center student(s) male student residents at Woodland Hills Youth Development Center upon DCS request.

2. Delete Section C.1. in its entirety and insert the following in its place:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Thirteen Thousand, One Hundred Forty-eight Dollars, (\$313,148.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this contract not amended hereby shall remain in full force and effect.



IN WITNESS WHEREOF,

METRO CENTER HEALTHCARE GROUP:

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CONTRACTOR SIGNATURE

DATE

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MELVIN W. LIGHTFORD, MD

DEPARTMENT OF CHILDREN'S SERVICES:

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Viola P. Miller, Commissioner

DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

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M.D. Goetz, Jr., Commissioner

DATE

COMPTROLLER OF THE TREASURY:

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John G. Morgan, Comptroller of the Treasury

DATE

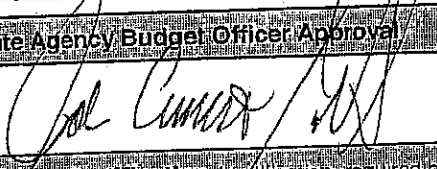


# CONTRACT SUMMARY SHEET

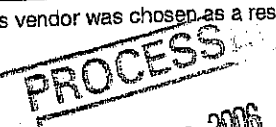
|                                   |  |
|-----------------------------------|--|
| <b>RFS#</b>                       | <b>Contract #</b>  |
| 359.62-039-06                     | FA-05-16676-00   |
| <b>State Agency</b>               | <b>State Agency Division</b>   |
| Department of Children's Services | Contracts Administration   |
| <b>Contractor Name</b>            | <b>Contractor ID # (FEIN or SSN)</b>   |
| Metro Center Healthcare Group     | <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 621726417-00 |

|                            |                          |                                |                |
|----------------------------|--------------------------|--------------------------------|----------------|
| <b>Service Description</b> |                          |                                |                |
| Medical Services           |                          |                                |                |
| <b>Contract Begin Date</b> | <b>Contract End Date</b> | <b>SUBRECIPIENT or VENDOR?</b> | <b>OFFER #</b> |
| 01/01/2006                 | 06/30/2010               | Vendor                         |                |

|  |                    |                    |  |                           |                              |
|--|--------------------|--------------------|--|---------------------------|------------------------------|
| <b>Mark if Statement is TRUE</b>                                       |                    |                    |  |                           |                              |
| <input checked="" type="checkbox"/> Contractor is on STARS as required |                    |                    | <input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required |                           |                              |
| <b>Allotment Code</b>  | <b>Cost Center</b> | <b>Object Code</b> | <b>Fund</b>  | <b>Funding Grant Code</b> | <b>Funding Subgrant Code</b> |
| 35962  | 550                | 084                | 11   |                           |                              |
| <b>FY</b>  | <b>State</b>       | <b>Federal</b>     | <b>Interdepartmental</b>   | <b>Other</b>              | <b>TOTAL Contract Amount</b> |
| 2006   | 30,000.00          |                    |  |                           | 30,000.00                    |
| 2007   | 60,000.00          |                    |  |                           | 60,000.00                    |
| 2008   | 60,000.00          |                    |  |                           | 60,000.00                    |
| 2009   | 60,000.00          |                    |  |                           | 60,000.00                    |
| 2010   | 60,000.00          |                    |  |                           | 60,000.00                    |
| <b>TOTAL</b>   | <b>270,000.00</b>  |                    |  |                           | <b>270,000.00</b>            |

|                                     |   |                            |  |  |
|-------------------------------------|---|----------------------------|--|--|
| <b>COMPLETE FOR AMENDMENTS ONLY</b> |   |                            | <b>State Agency Fiscal Contact &amp; Telephone #</b>   |  |
| <b>FY</b>                           | <b>Base Contract &amp; Prior Amendments</b> | <b>THIS Amendment ONLY</b> | Kathy Jones, 7 <sup>th</sup> Floor Cordell Hull Building, 615-741-0581   |  |
|                                     |   |                            | <b>State Agency Budget Officer Approval</b>  |  |
|                                     |   |                            |  1/10/06   |  |
|                                     |   |                            | <b>Funding Certification</b> (Certification required by 42 C.A.R. § 8-2-0113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred) |  |
|                                     |   |                            | RECEIVED<br>20 JAN 10 11:20 AM<br>FILE OF<br>HEAT SERV   |  |
| <b>TOTAL</b>                        |   |                            |  |  |
| <b>End Date:</b>                    |   |                            |  |  |

|  |  |  |   |   |  |
|--|--|--|---|---|--|
| <b>Contractor Ownership</b>                          |  |  |   |   |  |
| <input checked="" type="checkbox"/> African American | <input type="checkbox"/> Disabled                | <input type="checkbox"/> Hispanic        | <input type="checkbox"/> Small Business                 | <input type="checkbox"/> NOT minority/disadvantaged |  |
| <input type="checkbox"/> Asian                       | <input type="checkbox"/> Female                  | <input type="checkbox"/> Native American | <input type="checkbox"/> OTHER minority/disadvantaged—  |   |  |
| <b>Contractor Selection Method</b>                   |  |  |   |   |  |
| <input checked="" type="checkbox"/> RFP              | <input type="checkbox"/> Competitive Negotiation |  | <input type="checkbox"/> Alternative Competitive Method |   |  |
| <input type="checkbox"/> Non-Competitive Negotiation | <input type="checkbox"/> Government              |  | <input type="checkbox"/> Other                          |   |  |

|  |  |
|--|--|
| <b>Procurement Process Summary</b>   |  |
| This vendor was chosen as a result of a RFP. The vendor was the sole proposer and his bid packet was acceptable according to the RFP evaluators. |  |
| <br>JAN 23 2006<br>DIRECTOR OF ADMINISTRATION                 |  |



| CONTRACT SUMMARY SHEET SUPPLEMENT |             |               |      |            |               |        |           |
|-----------------------------------|-------------|---------------|------|------------|---------------|--------|-----------|
| Contract Number                   |             | 359.62-039-06 |      |            |               |        |           |
| Fiscal Year                       |             | 2006          |      |            |               |        |           |
| Allotment Code                    | Cost Center | Object Code   | Fund | Grant Code | Subgrant Code | CFDA # | Amount    |
| 35962                             | 550         | 084           | 11   |            |               |        | 22,500.00 |
| 35964                             | 550         | 084           | 11   |            |               |        | 7,500.00  |
| TOTAL                             |             |               |      |            |               |        | 30,000.00 |

| Contract Number |             | 359.62-039-06 |      |            |               |        |           |
|-----------------|-------------|---------------|------|------------|---------------|--------|-----------|
| Fiscal Year     |             | 2006          |      |            |               |        |           |
| Allotment Code  | Cost Center | Object Code   | Fund | Grant Code | Subgrant Code | CFDA # | Amount    |
| 35962           | 550         | 084           | 11   |            |               |        | 22,500.00 |
| 35964           | 550         | 084           | 11   |            |               |        | 7,500.00  |
| TOTAL           |             |               |      |            |               |        | 30,000.00 |







# CONTRACT SUMMARY SHEET SUPPLEMENT

**Contract Number:** 359.62-039-06

|             |      |
|-------------|------|
| Fiscal Year | 2008 |
|-------------|------|

| Allotment Code | Cost Center | Object Code | Fund | Grant Code | Subgrant Code | CFDA # | Amount    |
|----------------|-------------|-------------|------|------------|---------------|--------|-----------|
| 35962          | 550         | 084         | 11   |            |               |        | 45,000.00 |
| 35964          | 550         | 084         | 11   |            |               |        | 15,000.00 |
| TOTAL          |             |             |      |            |               |        | 60,000.00 |



## CONTRACT SUMMARY SHEET SUPPLEMENT

**Contract Number** 359.62-039-06

Fiscal Year 2009

| Alloiment Code | Cost Center | Object Code | Fund | Grant Code | Subgrant Code | CFDA # | Amount    |
|----------------|-------------|-------------|------|------------|---------------|--------|-----------|
| 35962          | 550         | 084         | 11   |            |               |        | 45,000.00 |
| 35964          | 550         | 084         | 11   |            |               |        | 15,000.00 |
| TOTAL          |             |             |      |            |               |        | 60,000.00 |



## CONTRACT SUMMARY SHEET SUPPLEMENT

| Contract Number |             | 359.62-039-06 |      |            |               |        |           |
|-----------------|-------------|---------------|------|------------|---------------|--------|-----------|
| Fiscal Year     |             | 2010          |      |            |               |        |           |
| Allotment Code  | Cost Center | Object Code   | Fund | Grant Code | Subgrant Code | CFDA # | Amount    |
| 35962           | 550         | 084           | 11   |            |               |        | 45,000.00 |
| 35964           | 550         | 084           | 11   |            |               |        | 15,000.00 |
| TOTAL           |             |               |      |            |               |        | 60,000.00 |



CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CHILDREN'S SERVICES  
AND  
METRO CENTER HEALTHCARE GROUP

This Contract, by and between the State of Tennessee, Department of Children's Services (DCS), Woodland Hills & New Visions Youth Development Centers (WH&NVYDCs), hereinafter referred to as the "State" and Metro Center Healthcare Group, hereinafter referred to as the "Contractor," is for the provision of General Medical Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

131 French Landing Dr  
Nashville, TN 37228

The Contractor's place of incorporation or organization is Tennessee.

A. SCOPE OF SERVICES:

- A.1. The contractor agrees to perform the following services, as requested by DCS, to the two following gender separate facilities; New Visions Youth Development Center with a capacity of twenty-four (24) resident female students, and Woodland Hills Youth Development Center with a capacity of one hundred twenty (120) resident male students.
- A.1.a. Review medical history; perform physical examinations and screening procedures for new admissions.
- ~~A.1.b. Provide completion of the physical examination, if needed, at the time of visitation.~~
- A.1.c. Provide follow-up medical care of problems identified either on admission or during subsequent evaluations.
- A.1.d. Services will be provided with a minimum of two to six hours (2-6) hours to be provided over a one (1) or two (2) day period. The days and times are to be mutually agreed upon by the Contract Physician and the health Administrator.
- A.1.e. Contractor or designee will be available for on-call telephone consultation twenty-four hour per day seven days per week. The vendor will be responsible for providing office, home, cell, or pagers numbers to the institution to allow this contact.
- A.1.f. The hours of service will not include travel time.
- A.1.g. Serve as supervising physician having final authority on all medical decisions. Supervision includes reviewing records of patients, co-signing all treatment plans and orders and corresponding progress notes written on the medical charts and reports.
- A.1.h. Refer students to the proper community health services when student problems are beyond the scope of the contractor.
- A.1.i. Be responsible for prescribing and monitoring the use of all controlled drugs and substances.
- A.1.j. Provide a written individual treatment plan for students as needed.
- A.1.k. Comply with all applicable DCS policies and procedures including those related to health services and security regulations.



- A.1.l. Contractor must be a M.D. licensed with the State of Tennessee. Contractor may provide a mid-level practitioner who must be licensed with the State of Tennessee.
- A.1.m. The Contractor shall invoice DCS monthly for services provided. Such invoices shall be submitted to DCS not later than thirty (30) days after the end of the month in which service was rendered.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on January 1, 2006 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Hundred Seventy Thousand Dollars (\$270,000.00). The maximum liability for FY 2006 shall not exceed Thirty Thousand Dollars (\$30,000.00). The maximum liability for fiscal years 2007 through 2010 shall not exceed Sixty Thousand Dollars (\$60,000.00) per fiscal year. The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Payment Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Payment Rates:

| <u>SERVICE</u>                          | <u>PER HOUR PAYMENT RATE</u> |        |        |        |        |
|---|------------------------------|--------|--------|--------|--------|
|   | Year 1                       | Year 2 | Year 3 | Year 4 | Year 5 |
| General Medical Services<br>Hourly Rate | 125.00                       | 130.00 | 135.00 | 140.00 | 140.00 |

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly, gender separate invoices (Attachments A&B), for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

- C.3.a. If the Contractor fails to comply with the provisions of Section A.1.m. of the Scope of Services, the Contractor shall forfeit payment for those services.



- 333.02-000
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form". This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State. The Contractor shall invoice DCS monthly for services provided. Such invoices shall be submitted to DCS not later than thirty (30) days after the end of the month in which service was rendered.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- 
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty days (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts



in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.



- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Mark McFarlin, Case Manager ADS  
Woodland Hills Youth Development Center  
3965 Stewart's Lane  
Nashville, TN 37243-1297  
Phone: 615-532-2003  
Fax: 615-532-8402

The Contractor:

Carolyn Lightford, MD  
Metro Center Healthcare Group  
131 French Landing Dr  
Nashville, TN 37228  
Phone: 615-254-9981  
Fax: 615-254-8747

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished



shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

- E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.6. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed

- E.8. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.9. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.



- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the contract so that both parties will be in compliance with HIPAA.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.10. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

E.11. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.12. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.13. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.



E.14. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.15. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in ***Tennessee Code Annotated***, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.16. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.




IN WITNESS WHEREOF:

METRO CENTER HEALTHCARE GROUP:

  
Melvin W. Lightford, MD

12/16/05  
Date

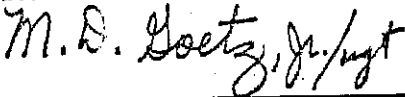
DEPARTMENT OF CHILDREN'S SERVICES

  
Viola P. Miller, Commissioner

1/12/06  
Date

APPROVED:

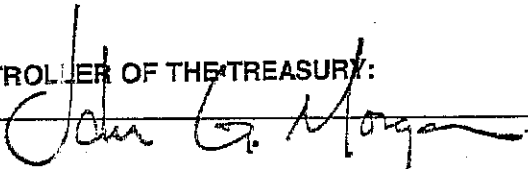
DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
M. D. Goetz, Jr., Commissioner

JAN 19 2006

Date

COMPTROLLER OF THE TREASURY:

  
John G. Morgan, Comptroller of the Treasury

1/28/06  
Date



## ATTACHMENT A



014767 014768 014769 014770 014771 014772 014773 014774 014775 014776 014777 014778 014779 014780 014781 014782 014783 014784 014785 014786 014787 014788 014789 014790 014791 014792 014793 014794 014795 014796 014797 014798 014799 014800 014801 014802 014803 014804 014805 014806 014807 014808 014809 014810 014811 014812 014813 014814 014815 014816 014817 014818 014819 014820 014821 014822 014823 014824 014825 014826 014827 014828 014829 014830 014831 014832 014833 014834 014835 014836 014837 014838 014839 014840 014841 014842 014843 014844 014845 014846 014847 014848 014849 014850 014851 014852 014853 014854 014855 014856 014857 014858 014859 014860 014861 014862 014863 014864 014865 014866 014867 014868 014869 014870 014871 014872 014873 014874 014875 014876 014877 014878 014879 014880 014881 014882 014883 014884 014885 014886 014887 014888 014889 014890 014891 014892 014893 014894 014895 014896 014897 014898 014899 014900 014901 014902 014903 014904 014905 014906 014907 014908 014909 014910 014911 014912 014913 014914 014915 014916 014917 014918 014919 014920 014921 014922 014923 014924 014925 014926 014927 014928 014929 014930 014931 014932 014933 014934 014935 014936 014937 014938 014939 014940 014941 014942 014943 014944 014945 014946 014947 014948 014949 014950 014951 014952 014953 014954 014955 014956 014957 014958 014959 014960 014961 014962 014963 014964 014965 014966 014967 014968 014969 014970 014971 014972 014973 014974 014975 014976 014977 014978 014979 014980 014981 014982 014983 014984 014985 014986 014987 014988 014989 014990 014991 014992 014993 014994 014995 014996 014997 014998 014999 015000 015001 015002 015003 015004 015005 015006 015007 015008 015009 015010 015011 015012 015013 015014 015015 015016 015017 015018 015019 015020 015021 015022 015023 015024 015025 015026 015027 015028 015029 015030 015031 015032 015033 015034 015035 015036 015037 015038 015039 015040 015041 015042 015043 015044 015045 015046 015047 015048 015049 015050 015051 015052 015053 015054 015055 015056 015057 015058 015059 015060 015061 015062 015063 015064 015065 015066 015067 015068 015069 015070 015071 015072 015073 015074 015075 015076 015077 015078 015079 015080 015081 015082 015083 015084 015085 015086 015087 015088 015089 015090 015091 015092 015093 015094 015095 015096 015097 015098 015099 015100 015101 015102 015103 015104 015105 015106 015107 015108 015109 015110 015111 015112 015113 015114 015115 015116 015117 015118 015119 015120 015121 015122 015123 015124 015125 015126 015127 015128 015129 015130 015131 015132 015133 015134 015135 015136 015137 015138 015139 015140 015141 015142 015143 015144 015145 015146 015147 015148 015149 015150 015151 015152 015153 015154 015155 015156 015157 015158 015159 015160 015161 015162 015163 015164 015165 015166 015167 015168 015169 015170 015171 015172 015173 015174 015175 015176 015177 015178 015179 015180 015181 015182 015183 015184 015185 015186 015187 015188 015189 015190 015191 015192 015193 015194 015195 015196 015197 015198 015199 015200 015201 015202 015203 015204 015205 015206 015207 015208 015209 015210 015211 015212 015213 015214 015215 015216 015217 015218 015219 015220 015221 015222 015223 015224 015225 015226 015227 015228 015229 015230 015231 015232 015233 015234 015235 015236 015237 015238 015239 015240 015241 015242 015243 015244 015245 015246 015247 015248 015249 015250 015251 015252 015253 015254 015255 015256 015257 015258 015259 015260 015261 015262 015263 015264 015265 015266 015267 015268 015269 015270 015271 015272 015273 015274 015275 015276 015277 015278 015279 015280 015281 015282 015283 015284 015285 015286 015287 015288 015289 015290 015291 015292 015293 015294 015295 015296 015297 015298 015299 015300 015301 015302 015303 015304 015305 015306 015307 015308 015309 015310 015311 015312 015313 015314 015315 015316 015317 015318 015319 015320 015321 015322 015323 015324 015325 015326 015327 015328 015329 015330 015331 015332 015333 015334 015335 015336 015337 015338 015339 015340 015341 015342 015343 015344 015345 015346 015347 015348 015349 015350 015

Country of Origin: \_\_\_\_\_  
 Residential Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Country of Residence: \_\_\_\_\_

**Creditors' Information**

**Outstanding Tax on SSN:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

[illegible]

**CONTRACTOR SIGNATURE:**

CONTRACTOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ POLICEMAN \_\_\_\_\_

IS A SIGNATURE AUTHORIZATION  
DATE  TIME   
PRINT NAME OF SIGNER

I hereby certify, to the best of my knowledge, the accuracy of the information provided in this invoice, that no amount listed here has not been previously reported and as an individual with this financial means and condition.

| FISCAL YEAR |      | FISCAL YEAR |      |
|-------------|------|-------------|------|
| IS          | NO   | IS          | NO   |
| ALLOT       | PL   | ALLOT       | PL   |
| CC          | CB   | CC          | CB   |
| CV MO       | REF  | CV MO       | REF  |
| DATE        | ORIG | DATE        | ORIG |
| FISCAL YEAR |      | FISCAL YEAR |      |



## ATTACHMENT B



